

## **CERTIFICATIONS**

The undersigned applicant hereby makes application to the Department for a loan and /or tax credits pursuant to one or more of the Department's Rental Housing Program and agrees to the following certifications.

### **LOAN REQUIREMENTS**

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The undersigned acknowledges the loan will be secured by the lien on the property herein described and evidenced by a promissory note. The undersigned certifies that housing produced with the proceeds of the loan will be rented to income eligible households within the income limits set by the Department for the specific period.

### **PARTNERSHIP RENTAL HOUSING**

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The applicant acknowledges that the loan will be subject to certain restrictive covenant that, if the Local Government should fail to maintain the housing for the purpose agreed to herein or sell all or part of the project funded with the loan, the loan plus the sum of all interest paid by the State on bonds or other moneys of the State used to fund the project must be repaid to the Department.

### **EQUAL OPPORTUNITY**

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The applicant agrees he/she will not discriminate against any person on the basis of race, color, religion, national origin, sex, marital status, physical or mental handicap or age in any aspect of the program and to comply with the applicable Federal, State and local laws regarding discrimination and equal opportunity in employment, housing and credit practices, including Titles VI and VII of the Civil Rights Act of 1964 and regulations pursuant thereto, Title VIII of the Civil Rights Act of 1968, as amended, the Governor's Code of Fair Practices, as amended, and will comply with the Department's Minority Business Enterprise (MBE) Program, as applicable. Copies of the MBE Program Guidelines will be provided to the applicant.

### **TENANT RELOCATION**

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Applicant certifies that no tenant living in any residential unit in the property to be rehabilitated has been forced to move by the applicant without cause in the twelve month period preceding the submission of this application and that no tenants will be forced to move without cause prior to loan closing except to rehabilitate the project in compliance with an approved relocation plan. Applicant further agrees to comply with the relocation of the Department if any residential tenant is required to be temporarily or permanently displaced as a result of the rehabilitation requirements undertaken pursuant to this loan application.

### **TAX CREDIT CERTIFICATIONS**

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The undersigned applicant represents and certifies that the applicant has examined and understands Section 42 of the Internal Revenue Code of 1986 ("Section 42") relating to Low-Income Housing Tax Credits and the project described herein qualifies under Section 42 for credit requested. The undersigned is solely responsible for compliance with Section 42 and any regulations. The undersigned is further solely responsible for all calculations and figures relating to the determination of the eligible and qualified basis for the project and individual buildings and understands and agrees that the amount of the credit is calculated by reference to the maximum figure submitted with this application as to the eligible and qualified basis.

The undersigned further represents and certifies that the project can be completed within the time schedule set forth herein and that the information contained in this application is true, correct and complete to the best of the application knowledge and belief and agrees to notify the Department promptly in writing of any changes in this information, including any changes in the sources and uses of funding for the project. The undersigned agrees to immediately notify the Department of a cancellation of the project, or if the project will not be completed within the proposed time schedule.

The undersigned understands and agrees that by accepting this application, the Department has no obligation to reserve or allocate any or all of the credits requested and that the Department shall not be liable for any action regarding the project in reliance on this application or any credit reservation or allocation by the Department. It is further understood and agreed that the

Department has the right to revoke any credit reservation or allocation after it has been made if, in the sole judgment of the Department, the project does not qualify for the credit or the project is not likely to be placed in service in the calendar year for which the credit was requested or to meet the requirements to carry over the credit. The undersigned agrees to all times indemnify and hold harmless the Department against all losses, costs, damages, expenses and liabilities of any nature of kind (including, but not limited to attorney's fees, litigation and court costs, amounts paid in settlement, amounts paid to discharge judgments, and any loss from judgments) arising out of, or related to acceptance, consideration, approval or disapproval of this credit application.

#### **ACCESS TO PUBLIC ACT NOTICE AND WAIVER**

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Applicants should give specific attention to the identification of information furnished to the Department under this application which they deem confidential, commercial or financial information, proprietary information, or trade secrets and provide any justification of why this information should not be disclosed under the Maryland Access to Public Records Act, State Government Article, Part III, §§10-611 through 10-628 of the Annotated Code of Maryland. Applicants are advised that, upon request from a third party, the Department is required to make an independent determination as to whether the information may or must be divulged to that party.

This information will be disclosed to appropriate staff of the Department or the public officials for purposes directly connected with the administration of the programs for which its use is intended. Such information may be shared with State, Federal or local government agencies that have a financial role on the project.

The Department intends to make available to the public certain information regarding projects submitting applications regardless of whether or not the project is recommended for reservation of funds by the Department. Some of this information may not be disclosed under Maryland's Access to Public Records Act. By signing and delivering this application to the Department, you hereby AGREE TO WAIVE ANY RIGHTS TO OBJECT TO OR PREVENT THE DISCLOSURE TO THE PUBLIC OF THE FOLLOWING INFORMATION : applicant's and sponsor names; name and address of the project; applicable Priority Project Category; loan and/or tax credit amounts and terms(requested and/or approved); amounts and sources of other financing; total project cost; waivers (requested and -/or received); explanation of amount and reason for State Bonus Points received (if any); total number of units; population served (elderly or general occupancy); and number of units reserved for persons with disabilities or special needs.

#### **GENERAL**

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The undersigned hereby certifies that the development proposed in this application can be developed in accordance with the development budget set forth herein and operated in accordance with the operating budget set forth herein and further certifies that the information set forth herein and in any attachments in support hereof is true, correct and complete to the best of his/her knowledge and belief. The undersigned authorizes the Department to obtain credit information for the purpose of evaluating this application.

IN WITNESS WHEREOF, the applicant has caused this document to be duly executed in its name of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Full legal name of sponsor)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_